

18730  
RECORDATION NO. FILED 1425

MAR 11 1994 - 8 50 AM

INTERSTATE COMMERCE COMMISSION

Col. John T. Evans (Ret.)  
c/o Mr. Edward K. Ernstrom  
Ten Woodhill Road  
Towaco, New Jersey 07082-1414  
Tel 1-201-263-5054

February 15, 1994

Interstate Commerce Commission  
Attn: Mrs. Mildred Lee Room 2303  
12th & Constitution Ave., N.W.  
Washington, D.C. 20423  
Tel 1-202-927-5698

0100140009

Dear Mrs. Lee,

Enclosed is the original Bill of Sale and a copy dated February 15, 1994 between the James S. Tucker Marital Trust (Seller) and Col. John T. Evans (Ret.) (Buyer) for one Covered Hopper Railcar now or formerly numbered RRRX002147. The new number of this car is or will be CHMX002147.

Enclosed is a check for \$18.00. Please send us back the recorded copies.

Thank you.

Sincerely,



Edward K. Ernstrom, Agent  
For: Col. John T. Evans (Ret.)

Encl.

RECEIVED  
OFFICE OF THE  
SECRETARY  
MAR 11 9 48 AM 1994  
LICENSING BRANCH

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

3/23/94

OFFICE OF THE SECRETARY

Col. John T. Evans (Ret)  
c/o Edward K Ernstrom  
Ten Woodhill Road  
Towaco, New Jersey 07082-1414

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 3/11/94 at 8:50am, and assigned  
recording number(s). 18730

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

BILL OF SALE AND ASSIGNMENT

RECORDATION NO. 18730 FILED 1425  
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INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS THAT, in consideration of the payment of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the James S. Tucker Marital Trust ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to Colonel John T. Evans (Ret.) ("Buyer"), his successors and assigns forever, all right, title and interest of Seller in and to the railcar identified on Schedule 1 hereto (the "Railcar"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and all records, files, drawings and specifications pertaining thereto, TO HAVE AND TO HOLD the same unto Buyer, his successors and assigns forever.

Seller hereby assigns, transfers and sets over to Buyer, his successors and assigns forever, all right, title, interest, powers and privileges of Seller under the lease(s) specifically identified in Schedule 1 hereto (the "Lease(s)").

Seller warrants that the Railcar(s) is free from any Management Agreement(s) as of the date hereof and will provide a confirming Opinion of Counsel.

Seller does hereby further assign, grant, bargain, sell, convey, transfer and deliver to Buyer, and his successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights of indemnity and other rights, if any, as currently exist or will exist against third parties (including, without limitation, Rex Leasing, Rex Railways, MRXX and their parent, subsidiary and affiliated companies, including Itel Corporation and Signal Capital Corporation) in any way arising out of or relating to the Railcar, the Lease or any Management Agreements to the extent such accrue from and after the date hereof or to the extent such relate to the condition of the Railcar.

Seller shall, at any time and from time to time after the date hereof, at the request of Buyer, do, execute, acknowledge or deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, assignments, conveyances or assurances as may be reasonably requested by Buyer, for the better transferring, assigning, conveying, granting, assuring, vesting and confirming to the Buyer, of good, valid and marketable title, interest, and right to the Railcar and in and to the Lease to the extent the Lease relates to the Railcar.

IN WITNESS WHEREOF, Seller has executed this instrument on this 15th day of February, 1994.

Lloyd T. Smith, Jr.  
Lloyd T. Smith, Jr. Trustee  
James S. Tucker Marital Trust

Schedule 1

Car Number: RRRX002147

Car Type: 100 Ton Covered Hopper Railcar

Lessee: Cargill

Year Built New:

Original Invoice Value:

ACKNOWLEDGEMENT

State of Virginia  
City/County of CHARLOTTESVILLE, SS:

On this 15<sup>th</sup> day of February, 1994, before me personally appeared Lloyd T. Smith, Jr., to me personally known, who, being by me duly sworn, says that the foregoing Bill of Sale and Assignment was duly signed by him. If the Seller is not an individual, the individual signing this Bill of Sale provided me with a copy of the documentation authorizing him to sign this Bill of Sale and Assignment. Further, he acknowledged that the execution of the foregoing Bill of Sale and Assignment was his free act and deed.

My commission expires: DECEMBER 31, 1994

Rebecca (Miller) Whitney  
Notary Public

